

REMARKS

Claims 1-60 are now pending in the application. Minor amendments have been made to the claims to simply overcome the rejections to the claims under 35 U.S.C. § 112. The Examiner is respectfully requested to reconsider and withdraw the rejections in view of the amendments and remarks contained herein.

Interview Summary

Applicants thank the Examiner for the courtesies extended to applicant's representative in the Interview dated June 6, 2005. In the Interview, Applicants proposed amendments to the claims in which it was agreed that the amendments would overcome the rejections of record. The Examiner will update the search upon the receipt of the response.

REJECTION UNDER 35 U.S.C. § 112

Claim 27 stands rejected under 35 U.S.C. § 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which Applicants regard as the invention. This rejection is respectfully traversed.

Applicants note that claim 27 has been amended to depend from claim 2. The "resilient sealing material" is introduced in claim 2, providing the required antecedent basis. As such, the Examiner is respectfully requested to reconsider and withdraw this rejection.

REJECTION UNDER 35 U.S.C. §§ 102 AND 103

Claims 1, 4-5, 9-11, 18-26, 28-29, 31, 35-36, 40-41, 48-56 and 58 stand rejected under 35 U.S.C. § 102(b) as being anticipated by Miyaoh (U.S. Pat. No. 5,988,651, hereinafter "Miyaoh"). Claims 2-3, 6-8, 13-17, 30, 32-34, 37-39 and 43-47 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Miyaoh in view of Zeffass

(U.S. Pat. No. 6,343,795). Claims 12 and 42 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Miyaoh. Claims 1, 27, 31, 32 and 57 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Combet (U.S. Pat. No. 6,371,489, hereinafter "Combet") in view of Miyaoh. These rejections are respectfully traversed.

Claim 1

At the outset Applicants note that with regard to claim 1, claim 1 has been amended to specify "said first and second carriers being at least partially separated from one another at least in an unclamped state." Applicants note that Miyaoh does not disclose an assembly comprising at least two carriers as taught in claim 1. Specifically, the Examiner has noted that Miyaoh discloses that "the metal plate may be laminated with one or more metal plates to form a metal laminate gasket." (col. 2, lines 50-52). The Examiner appears to consider the metal plate as a first carrier and the laminated layers as additional carriers. Applicants respectfully disagree with the Examiner's characterization of these laminated layers as independent carriers. The term laminated appears to require the metal layers to be bonded together.

As noted above regarding claim 1, claim 1 requires first and second carriers that are at least partially separated from one another at least in an unclamped state. Applicants submit that a laminated layer would be required to substantially conform to the metal plate in Miyaoh, thereby contacting an entire surface that the laminated layer is applied to. Applicants believe that the laminated layer in Miyaoh is merely a coating on the carrier and not itself an independent carrier. Even if the laminated layer were considered an independent carrier it does not appear that the laminated layer is at least partially separated from the carrier as required in claim 1. Therefore, Applicants believe that claim 1 is allowable over Miyaoh.

The combination of Combet and Miyaoh also fails to disclose the gasket assembly of claim 1. Combet discloses a stopping member that is essentially comprised of the body of the carrier. Independent claim 1 includes "a longitudinally flexible inner sealing portion of each of said carriers disposed laterally adjacent and substantially defining the periphery of said gasket opening" and further includes the limitation of "a longitudinally flexible outer stopper portion of each of said carriers spaced laterally away from said gasket opening and disposed laterally outward relative to said inner sealing portion, said flexible outer stopper portion and said inner sealing portion being in close lateral proximity with each other and in close lateral proximity with the same said gasket opening, said flexible stopper portion being longitudinally convex relative to the remainder of said carrier on a side of said flexible stopper oriented in a direction toward said first of the members and being longitudinally concave relative to the remainder of said carrier on an opposite side of said flexible stopper oriented in a direction toward a second of the members, said flexible stopper acting in conjunction with said inner sealing portion and with respect to the same said gasket opening to flexibly limit the amount of longitudinal compression of said inner sealing portion and being less flexible than said inner sealing portion." The metal body of the carrier comprising the stopper in Combet does not disclose a flexible inner stopper portion defining the periphery of the gasket opening with a flexible outer stopper portion in close lateral proximity to the inner sealing portion, as claimed, wherein the flexible stopper acts in conjunction with the inner sealing portion and with respect to the same gasket opening to flexibly limit the amount of longitudinal compression of the inner sealing portion. Therefore, Applicants believe that claim 1 is allowable over the combination of

Combet and Miyaoh, and that claims 2-30, which are dependent therefrom should also be in condition for allowance.

Claim 31

At the outset, Applicants note that claim 31 includes "a generally planar shim disposed adjacent at least one of said laterally-extending sides of said carrier." The Examiner has asserted that the shim of claim 31 is disclosed by Miyaoh since Miyaoh discloses more than one gasket and one of these gaskets could be considered a shim. Alternatively, the Examiner has stated that one of the plates in Combet could be considered a shim. However, neither of the plates or gaskets of Combet or Miyaoh disclose a generally planar shim, as claimed. Furthermore, similar to claim 1, Claim 31 also includes:

"a longitudinally flexible inner sealing portion of said carrier disposed laterally adjacent and substantially defining the periphery of said gasket opening, said inner sealing portion being longitudinally offset relative to the remainder of said carrier, said inner sealing portion being offset in a longitudinal direction toward a first of the members when said gasket assembly is clamped between the mated members; and

a longitudinally flexible outer stopper portion of said carrier spaced laterally away from said gasket opening and disposed laterally outward relative to said inner sealing portion said flexible outer stopper portion and said inner sealing portion being in close lateral proximity with each other and in close lateral proximity with the same said gasket opening, said flexible stopper portion being longitudinally convex relative to the remainder of said carrier on a side of said flexible stopper oriented in a direction toward said first of the members and being longitudinally concave relative to the remainder of said carrier on an opposite side of said flexible stopper oriented in a direction toward a

second of the members, said flexible stopper acting in conjunction with said inner sealing portion and with respect to the same said gasket opening to flexibly limiting limit the amount of longitudinal compression of said inner sealing portion and being less flexible than said inner sealing portion."

The argument stated above regarding claim 1 also applies to claim 31. Specifically, the combination of Combet and Miyaoh fails to disclose the gasket assembly of claim 31. More specifically, the metal body of the carrier comprising the stopper in Combet does not disclose a flexible inner stopper portion defining the periphery of the gasket opening with a flexible outer stopper portion in close lateral proximity to the inner sealing portion, as claimed, wherein the flexible stopper acts in conjunction with the inner sealing portion and with respect to the same gasket opening to flexibly limit the amount of longitudinal compression of the inner sealing portion. Therefore, Applicants believe that claim 31 is allowable over the combination of Combet and Miyaoh.

Claims 32-58 depend from claim 31. As such, these claims should be in condition for allowance for the reasons set forth above regarding claim 31. Therefore, the Examiner is respectfully requested to reconsider and withdraw the rejection of claims 58.

NEW CLAIMS

Claims 59 and 60 have been added as new. Claims 59 and 60 depend from claim 31 and should be in condition for allowance for the reasons set for the above regarding claim 31 as well as the additional features included in the claims.

CONCLUSION

It is believed that all of the stated grounds of rejection have been properly traversed, accommodated, or rendered moot. Applicant therefore respectfully requests that the Examiner reconsider and withdraw all presently outstanding rejections. It is believed that a full and complete response has been made to the outstanding Office Action, and as such, the present application is in condition for allowance. Thus, prompt and favorable consideration of this amendment is respectfully requested. If the Examiner believes that personal communication will expedite prosecution of this application, the Examiner is invited to telephone the undersigned at (734) 354-5445.

Respectfully submitted,

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